

ASSIGNMENT OF AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT OF AND ASSUMPTION OF LEASE AGREEMENT
(this "Agreement"), made and entered into this _____ day of October, 1996, by and between
WEC 95B GATEWAY LIMITED PARTNERSHIP, having an office c/o Blue Chip Partners,
Inc., at 675 Third Avenue, 24th Floor, New York, New York 10017 ("Assignor") and
MAYFAIR - ORCC BUSINESS TRUST, having an office at 1220 Market Street, Wilmington,
Delaware 19899-2207 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has heretofore entered into that certain lease more particularly described on Schedule A attached hereto and made a part hereof (the "Lease") of the premises (the "Premises") located in Multnomah County, Oregon, which Premises is the subject of a certain Contract of Sale dated as of August 31, 1996, (the "Contract") by and between Assignor, as seller, and Assignee, as purchaser; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease, on the terms and conditions hereinafter set forth; and Assignee desires to accept the assignment by Assignor of all of Assignor's right, title and interest in and to the Lease, on the terms and conditions hereinafter set forth, Assignee being willing to perform all duties and responsibilities of the Landlord under the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual acts, obligations and covenants of the parties, one to the other, and other good and valuable consideration, the receipt



and legal sufficiency of which are hereby acknowledged by the parties, one to the other, it is mutually understood and agreed as follows:

1. **Assignment.** Assignor hereby assigns, sets over and transfers the Lease to Assignee, its successors and assigns, together with all of Assignor's right, title, interest, duties and responsibilities under the Lease. A fully-executed original counterpart of the Lease is simultaneously herewith being delivered to Assignee. Assignor shall indemnify Assignee against any liability and expense arising out of any breach by the Landlord under the Lease occurring through the date hereof.

2. **Acceptance of Assignment.** Assignee hereby accepts the within assignment by Assignor of the Lease and all of Assignor's right, title, interest, duties and responsibilities thereunder, and Assignee hereby covenants to assume and perform all duties and responsibilities of the Landlord under the Lease. Assignee shall indemnify Assignor against any liability and expense arising out of any breach by the Landlord under the Lease occurring after the date hereof.

3. **Survival.** This Agreement and all indemnifications hereunder shall survive closing of that certain purchase and sale transaction contemplated by the Contract.

4. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

5. **Modification.** This Agreement may not be modified, revoked or amended other than in writing.

6. **Governing Law.** This Agreement shall be governed by and in accordance with the laws of the State of Oregon.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the date first above written.

ASSIGNOR:

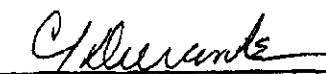
WEC 95B GATEWAY
LIMITED PARTNERSHIP,
a Texas limited partnership

By: BC Portland Partners, Inc.,
a Delaware corporation,
its general partner

By: 
Name: Arthur Walker
Title: President

ASSIGNEE:

MAYFAIR - ORCC BUSINESS TRUST,
a Delaware business trust

By: 
Name: Charles J. Durante
Title: Trustee

SCHEDULE A

Lease dated as of November 7, 1995, by and between WEC 95B Gateway Limited Partnership, a Texas limited partnership, as Landlord, and Circuit City Stores, Inc., a Virginia corporation, as Tenant.

STATE OF NEW YORK)
COUNTY OF NEW YORK)

This instrument was acknowledged before me on the 23 day of October, 1996, by Arthur Walker the President of BC PORTLAND PARTNERS, INC., a Delaware corporation, the general partner of WEC 95B GATEWAY PARTNERSHIP, a Texas limited partnership, on behalf of said corporation by authority of the board of directors of said corporation as the act and deed of said limited partnership.

(SEAL)



EMMA K. MAJURI
Notary Public, State of New York
No 24-5001-404

Qualified in Kings County
Certificate Filed in Kings County

My commission expires: Commission Expires September 8, 1998 Print Name of Notary:

Emma K. Majuri

STATE OF DELAWARE
COUNTY OF New Castle, to wit:

I, a Notary Public of the County and State aforesaid, certify that Charles J. Durante personally appeared before me this day and acknowledged that (s)he is the Trustee of MAYFAIR - ORCC BUSINESS TRUST, a Delaware business trust, Assignee and that by authority duly given and as the act of the trust, the foregoing instrument was signed in its name by its Trustee.

Witness my hand and official stamp or seal this 24th day of October, 1996.

Jacqueline E. Cole
Notary Public.

JACQUELINE E. COLE
NOTARY PUBLIC-DELAWARE
My commission expires Oct 10 2000

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

A parcel of land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 27, a brass disk located in a monument box at the intersection of the centerlines of Northeast Halsey Street and Northeast 102nd Avenue; thence North 00°34'14" East, along the centerline of Northeast 102nd Avenue and the section line, 407.92 feet, thence leaving said centerline South 89°25'46" East, 40.00 feet to the Easterly right of way line of Northeast 102nd Avenue, a brass screw with a brass washer stamped PLS 2045 and the true point of beginning of the herein described parcel; thence North 00°34'14" East, along said Easterly right of way line, 252.51 feet to a brass screw with a brass washer stamped PLS 2045; thence leaving said right of way line South 89°34'20" East, along the Northerly line of said parcel as established by Circuit Court Decree Number 269-568 E, dated June 1, 1961, 462.36 feet; thence leaving said line South 00°34'05" West, 140.15 feet; thence North 89°37'00" West, 150.00 feet to the Westerly right of way line of Northeast 103rd Place; thence South 00°34'05" West, along said Westerly right of way line, 240.00 feet to the intersection of the Westerly right of way line of Northeast 103rd Place and the Northerly right of way line of Northeast Weidler Street; thence North 89°37'00" West, along the Northerly right of way line of Northeast Weidler Street, 157.43 feet to a 5/8 inch iron rod with a yellow plastic cap marked PLS 2045; thence continuing along said right of way line of North 00°33'00" East, 128.00 feet; thence continuing along said right of way line North 89°37'00" West 154.90 feet to the true point of beginning.

PARCEL II:

A parcel of land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being the North 30 feet of Lot 3, HOUGHTON ADDITION, City of Portland, Multnomah County, Oregon, and described as follows:

Beginning at the Southwest corner of said Section 27, a brass disk located in a monument box at the intersection of the centerlines of Northeast Halsey Street and Northeast 102nd Avenue; thence North 61°18'06" East, 575.90 feet to a 5/8 inch iron rod with a yellow plastic cap marked PLS 2045 set at the Southeasterly corner of said parcel and a point on the Northerly right of way line of Northeast Weidler Street 40.00 feet North of the centerline of said Northeast Weidler Street and the true point of beginning of the herein described parcel; thence North 89°37'00" West, 100.00 feet to a 5/8 inch iron rod with a plastic cap marked PLS 2045, set at the intersection of the North right of way line of Northeast Weidler Street and the Easterly right of way line of Northeast 103rd Place; thence North 00°34'05" East, along the Easterly right of way line of Northeast 103rd Place, 30.00 feet to the Northwest corner of said Lot 3 of HOUGHTON ADDITION; thence leaving said right of

(Continued)

LEGAL DESCRIPTION

way line, South 89°37'00" East, along the North line of said Lot 3, 100.00 feet to the Northeast corner of said Lot 3; thence along the East line of said Lot 3, South 00°34'05" West, 30.00 feet to the true point of beginning;

TOGETHER WITH right of access to Northeast Weidler across a 10 foot strip between said Northeast Weidler and the subject property included in contract recorded November 27, 1962, in Miscellaneous Book 349, Page 660.

ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment"), made as of the 16th day of January, 1997, by CAPITAL LEASE FUNDING, L.P., a Delaware limited partnership, having an address at 85 John Street, 12th Floor, New York, NY 10038 ("Assignor") to LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK, as trustee for Corporate Credit-Backed Pass-Through Certificates, Series 1997-CTL-1, having an address of 135 South LaSalle Street, Chicago, IL, 60603 ("Assignee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Assignor has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto Assignee:

All right, title and interest of Assignor to the Mortgage described on the Schedule of Mortgages attached hereto as Exhibit B;

TOGETHER WITH the note or notes described or referred to in said Mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage and all other instruments, documents, certificates and letters executed in connection therewith;

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

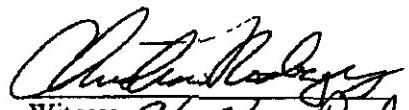
Said Mortgage encumbers, among other things, all of those certain lots, pieces or parcels of land described in Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements erected thereon.

This Assignment is executed without recourse to Assignor and without representation, covenant or warranty of any kind whatsoever.



IN WITNESS WHEREOF, the Assignor has caused these presents to be
duly executed as of the day and year first above written.

Capital Lease Funding, L.P., a Delaware
Limited Partnership. By: CLF Holdings, Inc.
Its general partner


Witness Christina Rodriguez

By: Robert Blanz
Name: Senior Vice President
Title: _____


Witness Monique Constant

[CORPORATE SEAL]

STATE OF New York)
COUNTY OF New York)) SS:

On the 21 day of March in the year 2006, before me, the undersigned, personally appeared Robert C. Blanz and is the Senior Vice President of Assignor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.


Notary Public: Julianne Gaiser

[Notary Seal]

My Commission Expires: June 20, 2009

JULIANNE GAISER
Notary Public, State of New York
No. 01GAB128919
Qualified in New York County
Commission Expires June 20, 2009

EXHIBIT A - LEGAL DESCRIPTION

PARCEL I:

A Parcel of Land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 27, a Brass Disk located in a monument box at the intersection of the centerlines of Northeast Halsey Street and Northeast 102nd Avenue; thence North 00° 34' 14" East, along the centerline of Northeast 102nd Avenue and the Section line, 407.92 feet; thence leaving said centerline South 89° 25' 46" East, 40.00 feet to the Easterly Right of Way line of Northeast 102nd Avenue, a brass screw with a brass washer stamped PLS 2045 and the True Point of Beginning of the herein described parcel; thence North 00° 34' 14" East, along said Easterly Right of Way line, 252.51 feet to a Brass Screw with a Brass Washer stamped PLS 2045; thence leaving said Right of Way line South 89° 34' 20" East, along the northerly line of said parcel as established by Circuit Court Decree Number 269-568 E, dated June 1, 1961, 462.36 feet; thence leaving said line South 00° 34' 05" West, 140.15 feet; thence North 89° 37' 00" West, 150.00 feet to the Westerly Right of Way line of Northeast 103rd Place; thence South 00° 34' 05" West, along said Westerly Right of Way line, 240.00 feet to the intersection of the Westerly Right of Way line of Northeast 103rd Place and the Northerly Right of Way line of Northeast Weidler Street; thence North 89° 37' 00" West, along the Northerly Right of Way line of Northeast Weidler Street, 157.43 feet to a 5/8 inch iron rod with a yellow plastic cap marked PLS 2045; thence continuing along said Right of Way line North 00° 33' 00" East, 128.00 feet; thence continuing along said Right of Way line North 89° 37' 00" West, 154.90 feet to the True Point of Beginning, Basis of Bearings Private Survey filed in the Multnomah County Surveyor's Office as Survey Number 53940.

PARCEL II:

A parcel of land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being the North 30 feet of Lot 3, HOUGHTON ADDITION, City of Portland, Multnomah County, Oregon, and described as follows:

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Lot 3 of HOUGHTON ADDITION; thence leaving said right of way line, South 89° 37' 00" East, along the North line of said Lot 3, 100.00 feet to the Northeast corner of said Lot 3; thence along the East line of said Lot 3, South 00° 34' 05" West, 30.00 feet to the true point of beginning;

TOGETHER WITH right of access to Northeast Weidler across a 10 foot strip between said Northeast Weidler and the subject property included in contract recorded November 27, 1962, in Miscellaneous Book 349, page 660.

EXHIBIT B

[SCHEDULE OF MORTGAGE(S)]

(Name of Instrument): Deed of Trust, Security Agreement and Assignment of Leases and Rents

Borrower: WEC 95B Gateway Limited Partnership, a Texas limited partnership

Lender: Capital Lease Funding, L.P., a Delaware limited partnership

Document Dated: November 07, 1995

Recording Date: November 14, 1995

Book: 95 **Page:** 141445

County: Multnomah

(Name of Instrument): Assignment of Beneficial Interest under Deed of Trust, Assignment of Leases and Rents, and Security Agreement

Assignor: Capital Lease Funding, L.P., a Delaware limited partnership

Assignee: CS First Boston Mortgage Capital Corp., a Delaware corporation

Document Dated: November 07, 1995

Recording Date: November 14, 1995

Book: 95 **Page:** 141448

County: Multnomah

(Name of Instrument): Assignment of Beneficial Interest under Deed of Trust,
Assignment of Leases and Rents, and Security Agreement

Assignor: CS First Boston Mortgage Capital Corp., a Delaware corporation

Assignee: Capital Lease Funding, L.P., a Delaware limited partnership

Document Dated: July 19, 1996

Recording Date: October 30, 1996

Document No.: 96164643

County: Multnomah

(Name of Instrument): Assignment of Lease and Rents

Borrower: WEC 95B Gateway Limited Partnership, a Texas limited partnership

Lender: Capital Lease Funding, L.P., a Delaware limited partnership

Document Dated: November 07, 1995

Recording Date: November 14, 1995

Book: 95 **Page:** 141446

County: Multnomah

(Name of Instrument): Assignment of Assignment of Leases and Rents

Assignor: Capital Lease Funding, L.P., a Delaware limited partnership

Assignee: CS First Boston Mortgage Capital Corp., a Delaware corporation

Document Dated: November 07, 1995

Recording Date: November 14, 1995

Book: 95 **Page:** 141449

County: Multnomah

(Name of Instrument): Assignment of Assignment of Leases and Rents

Assignor: CS First Boston Mortgage Capital Corp., a Delaware corporation

Assignee: Capital Lease Funding, L.P., a Delaware limited partnership

Document Dated: July 19, 1996

Recording Date: October 30, 1996

Document No.: 96164642

County: Multnomah